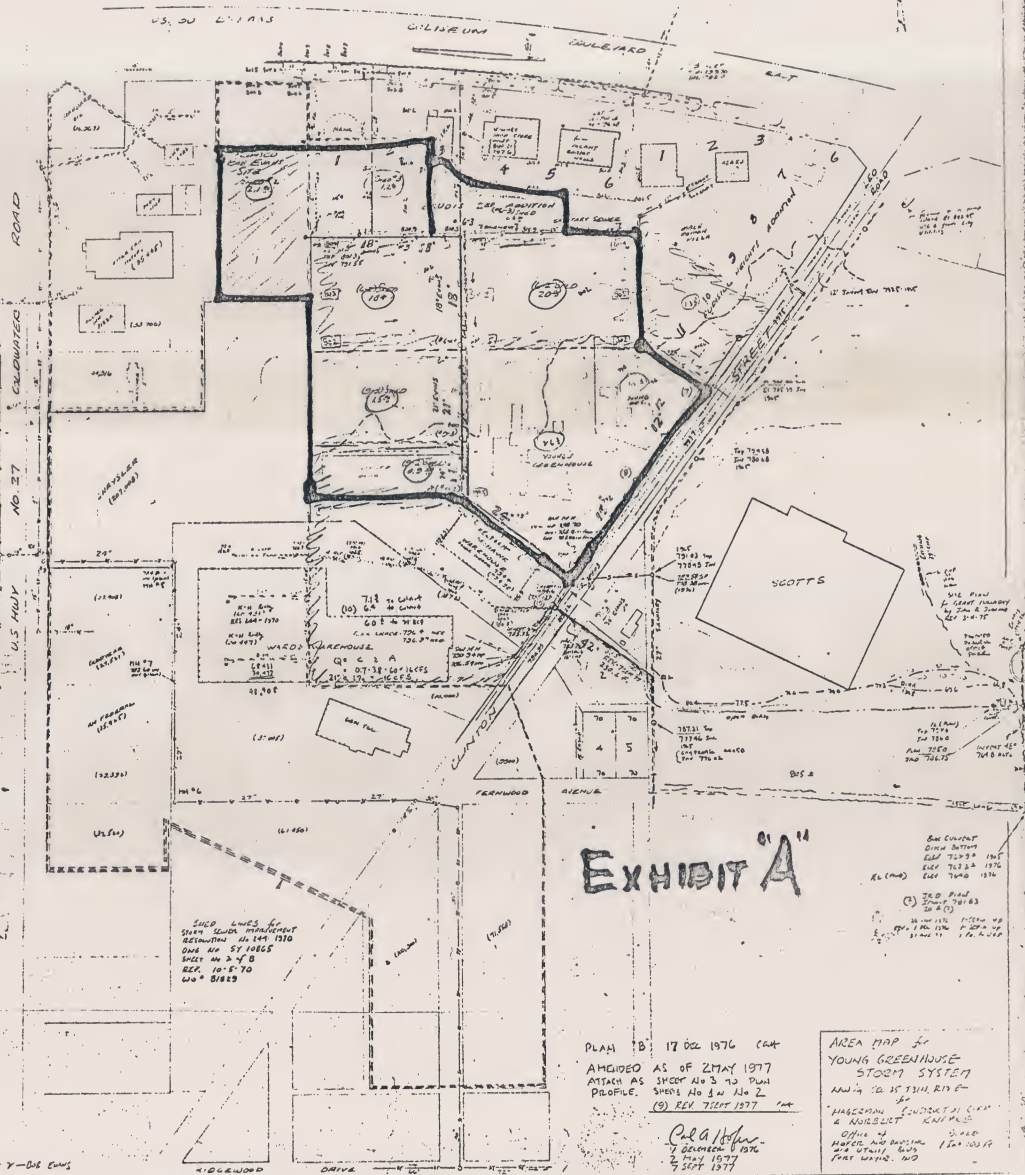


YOUNG GREENHOUSE STORM SYSTEM
NOV 25 31-12

SHEET NO 3
(9) REV 7 SEPT 1977

PLAN B⁰⁰
CENTER TRUNK

N



PLAN B 17 DEC 1976 CMT
AMENDED AS OF 2 MAY 1977
ATTACH AS SHEET No 3 TO PLAN
PROFILE SHEET No 3 & No 2
(9) REV 7 SEPT 1977

CRASH
7 GREENHOUSE ST
2 MAY 1977
7 SEPT 1977

AREA MAP FOR
YOUNG GREENHOUSE
STORM SYSTEM
AND 4 TO 15 THIN RIN 6
HAGGARDY, INDEPENDENT IN 1976
& AUGUST 1976
OFFICE OF
HAGGARDY AND BARTON
AND OTHERS 1976
PART 1000, NO

1 DEC 1976

3854.
1 BILL NO. S-77-11- 04

2 SPECIAL ORDINANCE NO. S- 240-77

3 AN ORDINANCE approving a contract with
4 K & H Realty Corporation for construc-
5 tion of a sanitary sewer.

6 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF
7 FORT WAYNE, INDIANA:

8 SECTION 1. That the contract dated November 2, 1977,
9 between the City of Fort Wayne, by and through its Mayor and
10 the Board of Public Works and K & H Realty Corporation, for:

11 Commencing at a point 204+ LF East of the centerline of
12 North Clinton Street in a proposed 20' easement on the
13 North 20 feet of Lot 2 Herman Young Homestead Addition,
14 Section "A" in the Southwest 1/4 of the North West 1/4,
15 Section 25, Township 31 Range 12, East Allen County,
16 Indiana; thence Northwesterly a distance of 230+ LF;
17 thence Northeasterly a distance of 82+ LF; thence North-
18 westerly a distance of 533+ LF; thence Westerly a distance
19 of 317+ LF terminating at a proposed manhole.

20 of which the developer shall pay the entire cost and expense of
21 the construction of said sewer, and the City agrees to pay Devel-
22 oper \$15,363.00 within 30 days after City acceptance, for public
23 drainage share, all as more particularly set forth in said contract
24 which is on file in the Office of the Board of Public Works and
25 is by reference incorporated herein, made a part hereof and is
26 hereby in all things ratified, confirmed and approved.

27 SECTION 2. This Ordinance shall be in full force and
28 effect from and after its passage and approval by the Mayor.

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35

Councilman

APPROVED AS TO FORM
AND LEGALITY


CITY ATTORNEY

Read the first time in full and on motion by MOSES, seconded by

HINGA, and duly adopted, read the second time by title and referred to the Committee on Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock _____ M., E.S.T.

DATE: 11-8-77

Charles H. Titusman
CITY CLERK

Read the third time in full and on motion by MOSES,

seconded by HINGA, and duly adopted, placed on its passage.

PASSED (LOST) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>9</u>	_____	_____	_____	_____
<u>BURNS</u>	<u>✓</u>	_____	_____	_____	_____
<u>HINGA</u>	<u>✓</u>	_____	_____	_____	_____
<u>HUNTER</u>	<u>✓</u>	_____	_____	_____	_____
<u>MOSES</u>	<u>✓</u>	_____	_____	_____	_____
<u>NUCKOLS</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT, D.</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT, V.</u>	<u>✓</u>	_____	_____	_____	_____
<u>STIER</u>	<u>✓</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>✓</u>	_____	_____	_____	_____

DATE: 11-22-77

Charles H. Titusman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as

(ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION) ORDINANCE

(RESOLUTION) No. 8-240-77 on the 23rd day of November, 1977
ATTEST: (SEAL)

Charles H. Titusman
CITY CLERK

John Nuckols
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 23rd day of November, 1977, at the hour of 11:00 o'clock A M., E.S.T.

Charles H. Titusman
CITY CLERK

Approved and signed by me this 25th day of November, 1977, at the hour of 10:00 o'clock A M., E.S.T.

Robert Elmhurst
MAYOR

Bill No. S-77-11-04

REPORT OF THE COMMITTEE ON PUBLIC WORKS

We, your Committee on PUBLIC WORKS to whom was referred an Ordinance
approving a contract with K & H Realty Corporation for construction of a
sanitary sewer

have had said Ordinance under consideration and beg leave to report back to the Common

Council that said Ordinance Do PASS.

WINFIELD C. MOSES, JR. - CHAIRMAN

DONALD J. SCHMIDT

VIVIAN G. SCHMIDT

PAUL M. BURNS

SAMUEL TALARICO

Thirumang I. Schmidt
Samuel J. Talarico
CONCURRED IN

DATE 11-22-77

CHARLES W. WESTERMAN, CITY CLERK

A G R E E M E N T
F O R
S E W E R E X T E N S I O N

THIS AGREEMENT, made in triplicate this 2 day of November 1977 by and between K & H REALTY CORPORATION, hereinafter referred to as "Developer", and the CITY OF FORT WAYNE, INDIANA, an Indiana Municipal Corporation, hereinafter referred to as "City",

W I T N E S S E T H:

WHEREAS, the Developer is interested in developing the remainder of the "Herman Young" property South of Coliseum Boulevard and West of North Clinton and,

WHEREAS, the Developer must obtain a permit from the City to convey surface water from the West side of North Clinton to the East side and,

WHEREAS, The City has need to drain surface water from North Clinton Street and,

WHEREAS, the Developer desires to construct a storm sewer described as follows:

Commencing at a point 204+LF East of the centerline of North Clinton Street in a proposed 20' easement on the North 20 feet of Lot 2 Herman Young Homestead Addition, Section "A" in the Southwest 1/4 of the North West 1/4, Section 25, Township 31 Range 12, East Allen County, Indiana; thence Northwesterly a distance of 230+LF; thence Northeasterly a distance of 82+LF; thence Northwesterly a distance of 533+LF; thence Westerly a distance of 317+LF terminating at a proposed manhole.

in accordance with plans, specifications and profiles heretofore submitted to the City and now on file in the office of the Chief Engineer of the Water Pollution Control Utilities of the City, and known as Young Greenhouse (North Clinton Street) Storm Sewer approved 9/22/77 which plans, specifications, profiles are by reference incorporated herein and made a part hereof, which sewer will serve not only land in which the Developer has an interest, but also an adjoining land areas and public right of way (Clinton Street) and,

WHEREAS, the cost of construction of said sewer is represented to be \$46,825.00

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. CONSTRUCTION OF SEWER

The Developer shall cause said sewer to be constructed and located in accordance with said plans, specifications, and profiles, all approved by the City, under private contract to be let after requisite City approval. All work and materials shall be subject to inspection by City and the right of City to halt construction if there shall be noncompliance therewith. Said sewer shall not be deemed a part of the City sewer system until final acceptance by City. Upon completion, said sewer shall become the property of City and City shall accept surface drainage only therefrom, and all further

maintenance thereafter shall be borne by City.

2. COST OF CONSTRUCTION

The Developer agrees to pay the entire cost and expense of construction of said sewer, in cash, including City engineering and inspection fees, and to hold the City harmless from any liability for claims connected therewith.

City agrees to pay Developer \$15,363.00 within 30 days after City acceptance, for public drainage share.

3. AREA OF DEVELOPER

Said sewer when accepted by the City will serve the following described real estate:

See attached Exhibit "A".

As the Developer will pay for the cost of construction of said sewer as it pertains to the above described area, no charge or assessment is made by this Agreement against the above described real estate for the construction of said sewer by the present or future owners of said real estate except only as to such standard tap-in, inspection fees as are customarily charged by the City for connections to City sewers.

4. BOND

This contract is subject to Developer furnishing a satisfactory Performance and Guaranty Bond in the amount of \$40,000.00 which shall guarantee said sewer against defects for a period of one (1) year from the date of final acceptance of said sewer by the City.

5. LIMITATION ON USE

Said sewer shall be constructed for disposal of surface drainage only and neither the parties hereto, their successors, or assigns, or any future owner of any land serviced by said sewer, shall at any time discharge or permit to be discharged or to flow into said storm sewer any sanitary sewage or contaminated waste.

6. COUNCILMANIC APPROVAL

It is understood and agreed that this contract is in all respects subject to approval by the Common Council of City, by duly adopted Ordinance, and if such Ordinance is not adopted within a period of ninety (90) days after execution thereof, this contract shall be null and void and of no further force and effect.

IN WITNESS WHEREOF, the parties have subscribed to this Agreement the day and year first above written.

DEVELOPER:

Robert Armstrong Lacy
K & H REALTY CORPORATION

CITY OF FORT WAYNE, INDIANA

BY: _____

Robert Armstrong, Mayor

BOARD OF PUBLIC WORKS:

Henry F. Wehrenberg, Chairman

Ethel H. LaMar, Member

Max G Scott, Member

ATTEST:

Ursula Miller, Clerk

APPROVED AS TO FORM AND LEGALITY:

Assoc. City Attorney

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared _____, who acknowledged the execution of the foregoing agreement for storm sewer as and for his voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal this _____ day of _____, 19__.

Notary Public

My Commission Expires:

This instrument prepared by
P. R. Boller, P.E.
Chief Water Pollution Control Engineer

3859

TITLE OF ORDINANCE K & H REALTY CORPORATION - NORTH CLINTON STREET
SPECIAL ORDINANCE - AGREEMENT FOR SEWER EXTENSION - YOUNG GREENHOUSE

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS

S-77-11-04

SYNOPSIS OF ORDINANCE AGREEMENT FOR SEWER EXTENSION FOR YOUNG GREENHOUSE, (NORTH CLINTON
STREET), K & H REALTY CORPORATION, DEVELOPER FOR THE AREA ABOVE-DESCRIBED

(SEE ATTACHED AGREEMENT FOR SEWER EXTENSION)

EFFECT OF PASSAGE INSTALLATION OF SEWER FOR YOUNG GREENHOUSE (NORTH CLINTON STREET)

EFFECT OF NON-PASSAGE INABILITY TO CONSTRUCT SEWER

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) DEVELOPER AGREES TO PAY ENTIRE COST OF
AND EXPENSE OF CONSTRUCTION OF SEWER. CITY AGREES TO PAY DEVELOPER \$15,363.00 AFTER CITY
ACCEPTANCE OF SEWER FOR PUBLIC DRAINAGE SHARE.

ASSIGNED TO COMMITTEE _____

EP

Public Works